

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Law Firm of Larson-Jackson, P.C. 1500 K Street, NW, Suite 900 Washington, D.C. 20005		2. Registration No. 5424
3. Name of foreign principal Association of Businesswomen of Cameroon	4. Principal address of foreign principal Association Mondiale Des Femmes Chefs D'Entreprises Groupment Des Femmes D'Affaires Du Cameroun, EP. 1940 Douala Cameroun	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

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REGISTRATION UNIT
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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promoting business development between the United States and Cameroon and the advancement of Cameroon businesswomen.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

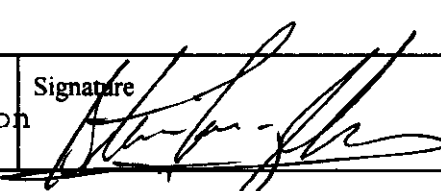
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The registrant has reason to believe that the activities of the foreign principal are subsidized in part by the government of Cameroon.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is an association which is owned by its members.

Date of Exhibit A April 3, 2001	Name and Title Steve Larson-Jackson President	Signature  4/23/01
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INSTRUCTIONS: A registrant must furnish as an Exhibit copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Law Firm of Larson-Jackson, P.C.	2. Registration No. 5424
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3. Name of Foreign Principal Association of Businesswomen of Cameroon
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4. <input checked="" type="checkbox"/> The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
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5. <input type="checkbox"/> There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference to such correspondence.

6. <input type="checkbox"/> The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
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7. Describe fully the nature and method of performance of the above indicated agreement or understanding. The registrant will perform legal representation in connection with general corporate legal advice and lobbying of United States government officials to promote better relationships between the United States government and Cameroon. The foreign principal will pay the registrant's standard hourly rates for these services.

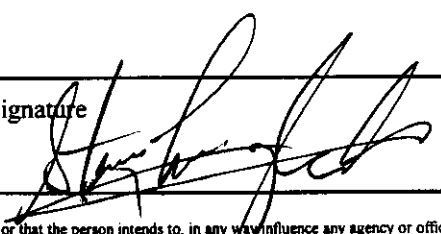
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will make contacts with public officials, government agencies, legislators, and U.S. corporations to promote business development between the United States and Cameroon.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will lobby the aforementioned persons to enhance United States policy towards the country of Cameroon.

Date of Exhibit B April 3, 2001	Name and Title Steve Larson-Jackson President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

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RETAINER AGREEMENT

1.00 Agreement

1.01 ASSOCIATION OF BUSINESSWOMEN OF CAMEROON in the Republic of Cameroon engages the Law Firm of Larson-Jackson, P.C. in Washington, D.C. You have asked us to represent you as general corporate counsel and as lobbyists in connection with your efforts to promote cooperation between the United States of America and the Republic of Cameroon through trade and development. By this agreement, we set forth the terms and conditions of our engagement.

1.02 Duties to be Performed by Us

1.02.1 Primary Services. Our Firm shall perform legal representation in connection with rendering general corporate legal advice and lobbying of United States government officials. We will identify U.S. government officials and undertake the due diligence to lobby those officials to promote better relationships between the United States government and the Republic of Cameroon. We refer to these as our Primary Services.

1.02.2 Additional Services. We will perform any other activities as they arise, which relate to the achievement of Client's overall goal of an improved relationship between the United States and the Republic of Cameroon. We refer to these as our Additional Services.

2.00 Fees and Expenses

2.01 Fees. For all Primary and Additional Services, if any, we will bill you at our hourly rate. Our current hourly rate is attorneys, \$300; paralegals, \$30; law clerks, \$35, and others, if any, at our cost. Our estimated fee for this engagement is \$20,000 and any additional fees for lobbying will be negotiated upon your arrival in Washington, D.C., U.S.A. Our fees will be paid in increments as certain milestones are achieved. Any and all fees must be paid at the closing of the transaction.

2.02 Expenses. You shall reimburse us as billed for all customary and reasonable expenses in connection with the performance of our Primary and Additional Services, including, without limitation, travel, telephone, duplication, printing costs, postage, and other fees, and any special expenses which may be incurred from time to time.

3.00 Payment of Retainer Fees

3.01 Billings. You will pay us a retainer of \$20,000 U.S. on execution of this agreement. Said payment shall be tendered in accordance with the below wiring instructions.

LAW FIRM OF LARSON-JACKSON, P.C.

BANK: FIRST UNION NATIONAL BANK
ADDRESS: 1510 K STREET, N.W.
WASHINGTON, D.C. 20005
SWIFF CODE: PNBPU333
ABA NO. 054001220
ACCOUNT NO. 2000010450389
ACCOUNT TITLE LAW FIRM OF LARSON-JACKSON, P.C. TRUST
ACCOUNT
1500 K STREET, N.W.
SUITE 900
WASHINGTON, D.C. 20005
TELEPHONE: 202-408-8180
BANK CONTACT JAMINE A. HILL
BANK TELEPHONE: 202-624-0484

We will bill you not less frequently than monthly for our Primary and Additional Services, if any, and expenses incurred, and you will pay such invoices within 10 days of receipt via wire transfer.

4.00 Duties to be Performed by You.

4.01 Accuracy of Information and Indemnification. We will rely upon you for the accuracy of all information for use in the preparation of any documents to be used in connection with our governmental activities. You shall insure that such information is accurate and does not make any untrue statement of material fact. You will hold us harmless against all claims, costs, attorneys' fees, or expenses of any kind whatsoever arising out of any claims by any person at any time that the information in documents or materials is fraudulent, incomplete or inaccurate. You will, in general, hold us harmless against any claims or expenses arising from a violation of this agreement. The provisions for indemnification contained herein will survive the termination of this agreement for any reason.

4.02 Information to be Supplied by You. In order for us to complete the duties required of



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us, we will need your cooperation, including the furnishing of information. You will promptly supply us with all information that we need to achieve your objective as your legal counsel and lobbyist.

- 4.03 Representations to Others. You are retaining us as your lobbyists and U.S. general corporate counsel. Our first duty will be to lobby U.S. government officials and otherwise facilitate the primary objective of the Client, namely, to promote cooperation between the United States and the Republic of Cameroon. While you may make factually accurate statements of our engagement as your lobbyists and U.S. general corporate counsel, you must not, and agree not to, suggest to anyone that such engagement is an approval of the U.S. government of any transactions performed by the Client.

5.00 Terms of the Agreement.

- 5.01 Termination by You. Unless otherwise agreed or modified in writing, you may terminate this agreement at any time without further obligation or liability except for fee and expense payments made, due or accrued, and subject to the provisions of other paragraphs of this agreement, which expressly survive termination or which, by their nature, would be deemed to survive termination. You understand that our undertaking to represent you involves allocations of our time and schedule and may result in our election not to undertake other client activities because of our commitment to you. You agree we are not required, and will not, refund to you any advance amounts paid to us except for termination for cause and that our sole obligation for such payments is to perform, or be ready to perform as requested, the services described herein. You understand that therefore your election not to go forward with the services described herein, for whatever reason including factors beyond your control (such as a change in the political climate) will not cause any refund of advance fees paid to us hereunder except in case of our termination for cause. As used herein, "termination for cause" shall mean our failure to perform, or be ready to perform, our services in a proper and acceptable professional manner. You shall give us by prior written notice reasonable opportunity to cure any grounds for termination for cause, and no claim for termination for cause shall be made by you if such cure occurs. In the event of a termination for cause we shall be entitled to payment for services prior to termination at our hourly rate.

- 5.02 Termination by Us. We hereby commit ourselves to the performance of our Primary Services and Additional Services, if any, as described in this agreement. Nevertheless, we may terminate this agreement, without further obligation or liability and without forfeiture or refund of any monies paid hereunder, at any time

- (i) that we have a reasonable basis to believe that any aspect of the legal



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representation would constitute a false or misleading representation; or

- (ii) that you fail to meet your obligations under this agreement in a manner which would constitute a material breach of this agreement.

5.03 Nonpayment. Failure to pay your bills in a timely manner is considered a material breach of this engagement and is therefore grounds for termination of this agreement by the Law Firm of Larson-Jackson, P.C.

6.00 Arbitration.

We hereby agree that any and all claims now or at anytime hereafter as to which either of us or any affiliates may be adverse parties, whether arising out of this agreement or from any other cause, will be resolved by arbitration before the American Arbitration Association. The situs of arbitration shall be selected by the party against whom arbitration is sought, provided that the situs is located within Washington, D.C. and is a situs where the party principally resides or where such party's principal place of business is located. The situs of counterclaims will be the same as the situs of the original arbitration. The covenant that under no conditions will either of us or any affiliate file any action at law against the other in any forum other than before the American Arbitration Association, and we agree that any litigation, if filed, shall be immediately dismissed upon application and shall be referred for arbitration hereunder with costs and attorneys' fees to the prevailing party.

In any adverse action, the parties shall restrict themselves to claims for compensatory damages (as described herein) and no claims shall be made by any party or affiliate for lost profits, punitive or other damages. In any action in regard to this agreement, our claims for damages shall be limited to payment of fees or expenses due us or to be due us hereunder and/or indemnification as provided in this agreement, and your claims for damages shall be limited to reimbursement or cancellation of fees or expenses paid or to be paid to us hereunder. We agree that any award or decision by the American Arbitration Association shall be final, binding and non-appealable except as to errors of law. Each party to the arbitration shall pay its own costs and counsel fees.

7.00 Miscellaneous.

7.01 Parties Bound. This agreement shall bind us, each of the signatories personally, all affiliates (if controlled by a party) and successors. This agreement may not be assigned by any party.

7.02 Covenant of Further Assurances. We agree to take any further actions and to execute any further documents which may from time to time be necessary or appropriate to carry out the purposes of this agreement.

7.03 Governing Law and Scope of Agreement. This agreement shall be governed by the



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laws of the District of Columbia of the United States of America. This agreement constitutes the entire understanding of the parties. No undertakings, warranties or representations have been made other than as contained herein, and no party shall assert otherwise. This agreement may not be changed or amended orally.

7.04 Effective Date. Upon execution by you of this agreement and payment via irrevocable wire transfer in the amount of \$20,000 U.S., this letter shall constitute an agreement between us.

7.05 Facsimile Transmittal. The parties hereto agree and understand the facsimile of the instant agreement, upon execution, shall have the same force and effect as the execution of the original agreement.

The Association of Businesswomen of Cameroon

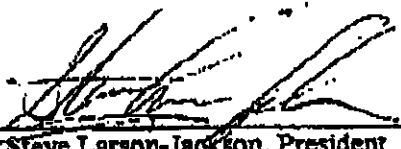


Honorable Françoise Foning

Tel: 011 21 10 41 / 40 53 00
Fax: 011 237 208 299

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Law Firm of Larson-Jackson, P.C.

 8/27/01

Steve Larson-Jackson, President
1500 K Street, NW, Suite 900
Washington, D.C. 20005
Tel: (202) 347-8180
Fax: (202) 347-8868